

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

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IN THE MATTER OF COMPLAINT OF  
DELAWARE BAY LAUNCH SERVICE, INC. AS  
OWNER OF "BREAKWATER," A 48-FOOT 1976  
CREWBOAT, FOR EXONERATION FROM OR  
LIMITATION OF LIABILITY

CIVIL ACTION  
IN ADMIRALTY  
No.

**AD INTERIM STIPULATION**

WHEREAS, Petitioner, Delaware Bay Launch Service, Inc., as owner of the "BREAKWATER," a certain 48-foot 1976 crewboat built by Breaux Bay Craft (hereinafter "the Vessel"), has filed a Complaint for Exoneration from or Limitation of Liability for all losses and damages sustained by, or resulting from the facts and circumstances set forth in the Complaint; and

WHEREAS, Petitioner prays for an injunction restraining the prosecution, except in this proceeding, of any and all actions, suits, and proceedings against Petitioner and the Vessel already begun, as well as enjoining the filing of any suit, action or legal proceeding of any nature or description which might or could be instituted in the future against Petitioner or against the Vessel arising out of, occasioned by, or resulting from the alleged loss and damage as set forth in the Complaint; and

WHEREAS, in said Complaint, it is shown that the value of the Vessel after the incident was \$125,000.00 or less and that there was no freight then pending;

NOW, THEREFORE, in consideration of the premises, Travelers Casualty and Surety Company of America, as Surety, hereby freely submitting itself to the jurisdiction and Orders of this

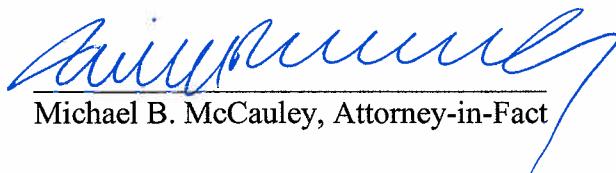
Court, is held and firmly bound for the payment of \$125,000.00, as well as costs of \$500.00 and interest at six per cent (6%) per annum commencing from the date of the giving of this security. In the event that any claimants herein recover, judgment may be entered against Petitioner and said Surety for an amount not exceeding \$125,000.00 plus interest at six per cent (6%) per annum and costs of \$500.00 and thereupon execution may issue against their goods, chattels, lands and tenements or other real estate.

NOW, if said Petitioner Delaware Bay Launch Service, Inc., as owner, shall well and truly abide by all Orders, interlocutory or final, of the said Court and of any Appellate Court in which the said suit may hereafter be pending and shall fulfill and perform the judgment or decree which may be rendered in the premises with interest, and also pay all costs and charges as shall be ordered and adjudged to be paid on its part, then this Stipulation shall be void; otherwise, it shall remain in full force and effect, and execution may issue by virtue hereof at one and the same time against the parties to this Stipulation. However, in any event, the Surety's aggregate limit of liability shall not exceed \$125,000.00 plus interest at six per cent (6%) per annum and costs of \$500.00.

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

Executed on September 25, 2006.

Travelers Casualty and Surety Company of America:



Michael B. McCauley, Attorney-in-Fact



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215448

Certificate No. 000275401

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael B. McCauley, Richard Q. Whelan, Frank P. DeGiulio, Stephen M. Calder, and Kevin O'Donovan

of the City of New Orleans, State of Louisiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of March 2006.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 30th day of March 2006 before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2006.



Marie C. Tetreault, Notary Public

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**ORDER FOR AD INTERIM STIPULATION**

Petitioner, Delaware Bay Launch Service, Inc., as owner of the "BREAKWATER," a certain 48-foot 1976 crewboat built by Breaux Bay Craft (hereinafter "the Vessel"), having filed a Complaint for exoneration or limitation of liability with respect to the Vessel and having prayed that it be directed to file an Ad Interim Stipulation for the value of the Vessel with surety pending the appraisal of Petitioner's interest in the Vessel, and it appearing from the Affidavit of Value filed with the Complaint that the value of the Vessel after the Incident was \$125,000.00 and that there was no freight then pending;

AND NOW, on the Motion of Palmer Biezup & Henderson LLP, attorneys for the Petitioner, it is hereby

ORDERED that Petitioner shall file an Ad Interim Stipulation for the value of the Vessel in the total sum of \$125,000.00 with surety, along with security for costs of \$500.00 and interest at the rate of six per cent (6%) per annum; and it is further ORDERED that any party may apply to have the amount of said Stipulation increased or diminished, as the case may be, upon application of any

such person for due appraisement to be made and determined by this Court that the amount of said Stipulation does not properly represent Petitioner's interest in the Vessel at the time in issue.

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UNITED STATES DISTRICT JUDGE

Dated: \_\_\_\_\_